

## **Waiver and Release of Liability**

I wish to participate in the \_\_\_\_\_ Cruise and/or any pre-cruise activity leading up to said cruise (collectively referred to herein as the "Cruise").

### **PARTICIPANT WAIVER AND RELEASE OF LIABILITY AND IMAGE RELEASE (PLEASE READ AND AGREE BELOW)**

I agree that any and all representations made and releases, waivers, covenants, consents and permissions given by me hereunder are given on behalf of me and any and all of my minor children or persons over whom I have guardianship participating in or attending the Cruise.

### **WAIVER AND RELEASE OF LIABILITY**

I understand that the Cruise is a potentially hazardous activity, and I hereby voluntarily assume full and complete responsibility for, and the risk of, any injury or accident that may occur during my participation in the Cruise (referred to herein as "my participation").

I understand that during my participation, I will be using equipment and facilities that do not belong to and/or are not controlled by Crafty Neighbor or Crafty Neighbor Travel, and I am aware of and appreciate the risks that may result. I am aware that the use of said equipment and facilities are at the sole discretion of the cruise line, and that Crafty Neighbor and/or Crafty Neighbor Travel is not responsible for any loss associated with use or availability of said equipment and facilities. I am also aware that accidents may occur during my participation that could result in serious injury or death. My participation is voluntary with knowledge of all such risks.

In consideration for being permitted to participate in the Cruise, I hereby agree to adhere to the policies of Crafty Neighbor/Crafty Neighbor Travel. I understand that the Cruise organizers reserve the right, in their sole discretion, to refuse registration and/or participation to anyone at any time before or during the Cruise

### **IMAGE RELEASE**

I understand that my name, picture, voice, or likeness, and information related to my participation in the Cruise, whether the foregoing is captured by photograph, videotape, audiotape or any other recording, (collectively "image") may be used for all promotional purposes related to the Cruise by Crafty Neighbor, Crafty Neighbor Travel, and their respective successors and assigns, sponsors, licensees, affiliates, and employees (collectively "grantees"). I hereby grant to the grantees the irrevocable, perpetual and worldwide right to (i) use my image in promotional materials or for any other legitimate purpose, (ii) create composite or

computer-manipulated materials from my image, (iii) use, reproduce, publish, exhibit, distribute, and transmit my image in any media, including but not limited to print material, television, film, internet, DVD, and CD-ROM, and (iv) assign the above rights to third parties. I waive the right to inspect or approve my image or materials that incorporate my image. I understand that I will receive no compensation in connection with the use of my image. I release the grantees from any liability, damages, or claims resulting from the use of my image, including, but not limited to, claims for libel or invasion of privacy. I understand and agree that the terms of this paragraph are binding on my releasors, assigns, and legal representatives.

In the event any provision of this Waiver and Release of Liability and Image Release is deemed unenforceable by law, (i) Crafty Neighbor and/or Crafty Neighbor Travel have the right to modify such provision to the extent necessary to be deemed enforceable; and (ii) all other provisions of this Waiver and Release of Liability and Image Release shall remain in full force and effect.

I have carefully read this Waiver and Release of Liability and Image Release, fully understand its contents and agree to all statements of understanding set forth above.

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Signature

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Date

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Printed Name